

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Jean H. Toal
Acting Circuit Court Judge

Appellate Case No. 2026-002262
Circuit Court Case No. 2021-CP-40-03484

RECEIVED

Oct 29 2026

SC Court of Appeals

Lenora Childers, Individually and as Personal
Representative of the Estate of Lewis C. Childers, Plaintiff,

v.

Davis Mechanical Contractors, Inc.; Flame Refractories,
Inc.; General Boiler Casing Company, Inc.; HEFCO, Inc.;
J.R. Dean Company, Inc.; Payne & Keller Company; SFB,
Incorporated; Stafford Insulation Company; Standard
Insulation Company of N.C., Inc.; Systra Engineering, Inc.;
United Construction Co. of Rome, Inc.; Wind Up, Ltd.,
Individually and as Successor-in-Interest to Pipe & Boiler
Insulation, Inc. f/k/a Carolina Industrial Insulating Co., Defendants,

Flame Refractories, Inc., United Construction Co. of Rome,
Inc., Wind Up, Ltd., Individually and as Successor-in-
Interest to Pipe & Boiler Insulation, Inc. f/k/a Carolina
Industrial Insulating Co., Payne & Keller Company, and
PBI QSF, LLC, By and Through Their Duly Appointed
Receiver Peter D. Protopapas, Third-Party Plaintiffs,

v.

Zurich American Insurance Company (Individually and as
Successor to Northern Insurance Company of New York,
Maryland American General Insurance Company, and
Maryland Casualty Company); Allstate Insurance
Company; John Tighe; Sean Anthony Beatty; Dennis
William Cahill; Catherine Ann Carlino; Andre Lefebvre;
David Dean Shumway; Gil Chandler, Michael Davenport;
Linda Young Pettigrew; Gwyn Wallace Fuller; Daniel
Robert Keddie; Julie Ann Fortune; Michael John Crall;
James Francis Meehan; Larry Gene Simmons; Arrowpoint
Group, Inc.; Arrowpoint Capital Corp.; Admiral Insurance

Company; Continental Insurance Company (Individually and as Successor in interest to Harbor Insurance Company); Hartford Accident and Indemnity Company, Travelers Casualty & Surety Company f/k/a Aetna Casualty & Surety Company, National Union Fire Insurance Company of Pittsburgh, PA, Medmarc Casualty Insurance Company, Individually and as Successor in Interest to Dependable Insurance Company, Inc., Berkshire Hathaway Specialty Insurance Company f/k/a Stonewall Insurance Company, Individually and as Successor in interest to Stonewall Surplus Lines Insurance Company, Lexington Insurance Company, First State Insurance Company, Birmingham Fire Insurance Company, Certain Underwriters at Lloyd's of London and various London Market Companies, South Carolina Property and Casualty Insurance Guaranty Association, R.L. Jarrett (Underwriting) Agency, Inc., U.S. Risk, L.L.C., Rexel USA, Inc., Compass Risk Services, LLC, SKRLA, LLC, Century Indemnity Company, in its own capacity and as successor to CCI Insurance Company, as successor to Insurance Company of North America, United States Fire Insurance Company, and Fireman's Fund Insurance Company,Third-Party Defendants,

of which

Payne & Keller Company, through its Receiver Peter D. Protopapas, is theRespondent,

and

Travelers Casualty & Surety Company f/k/a Aetna Casualty & Surety Company, AIG Property Casualty Company, formerly known as Birmingham Fire Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, Berkshire Hathaway Specialty Insurance company, formerly known as Stonewall Insurance Company, and The Continental Insurance Company, individually and as successor in interest to Harbor Insurance Company, are the Appellants.

PETITION FOR REHEARING

Travelers Casualty and Surety Company (“Travelers”) respectfully petitions for rehearing of the Court’s October 14, 2026 order dismissing this consolidated appeal from the Administrative Order Regarding Pre-Judgment Receivers (the “Order”) entered by the Honorable Jean H. Toal on September 11, 2026, in the Court of Common Pleas for Richland County, Fifth Circuit, C/A No. 2021-CP-40-03484. The dismissal overlooks the Order’s operative effect under the express exception to the final-judgment rule contained in Section 14-3-330(4), which permits immediate review of an interlocutory order “granting, continuing, modifying, or refusing the appointment of a receiver.”

The Order repeatedly provides that existing appointment orders remain the source of prejudgment receivers’ authority “as supplemented by this Administrative Order” and, upon the filing of certain prescribed documents, authorizes receivers to act in additional cases “without the necessity of obtaining an additional appointment order.” Order §§ I-V. That is a supplementation of receivership authority, not merely a regulation of filing procedures. By authorizing receivers to exercise their existing powers in additional cases for which they have not been appointed, without further appointment orders with case-specific findings, the Order modifies those appointments within the meaning of Section 14-3-330(4). Alternatively, it continues those appointments as the operative source of receivership authority in additional cases. The Order’s statement that it does not alter existing authority cannot negate the effect of its express grants of authorization. The dismissal order characterizes the Order as establishing “uniform procedures,” but does not specifically address either statutory ground for review.

Section V of the Order also restrains proceedings against receivers absent leave of the Receivership Court, supplying the alternative injunction ground raised in Travelers’ notice of appeal. Order § V. That provision prohibits persons and entities from commencing or maintaining

proceedings against receivers within its scope without first obtaining leave of the “Receivership Court.” Subsection (4) permits immediate review of interlocutory orders granting injunctive relief, providing an independent basis for review.

Whether these provisions are lawful is a merits question. Their operative effect—not the Order’s administrative label—determines whether they fall within subsection (4)’s express exceptions to the final-judgment rule. Travelers respectfully requests that the Court grant rehearing, vacate the dismissal order, and reinstate the appeal.

I. Section 14-3-330(4) Expressly Authorizes Immediate Review of Orders Modifying or Continuing Receivership Appointments.

The dismissal order references Section 14-3-330 and the rule that interlocutory orders ordinarily are not immediately appealable but cites case law stating that “certain” interlocutory orders are immediately appealable (without addressing Travelers’ arguments that the Order is one such order). Subsection (4) expressly states that this Court “shall review”:

An interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, *continuing, modifying*, or refusing the appointment of a receiver.

S.C. Code Ann. § 14-3-330(4) (emphasis added).

Travelers does not dispute that the Order is interlocutory. That is the premise of subsection (4)’s jurisdictional grant, not a reason to deny review. The question is whether the Order modifies or continues a receivership appointment. If it does, the statute expressly authorizes an immediate appeal even though the Order is interlocutory. The Court need not determine whether the Order is lawful to determine whether it is appealable; it need only determine whether the Order falls within one of the categories identified in Section 14-3-330.

The statute’s plain language governs. *See Rainey v. Haley*, 404 S.C. 320, 323, 745 S.E.2d 81, 82 (2013) (holding that when statutory language is “clear and definite,” the judiciary “has no

right to impose another meaning” (quoting *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000))). Nor does the Order’s “administrative” label resolve the question. “The label given to the order is not determinative of its immediate appealability.” *Spalt v. S.C. DMV*, 423 S.C. 576, 584, 816 S.E.2d 579, 583 (2018). Appealability turns on “substance rather than nomenclature.” *Cape Romain Contractors, Inc. v. Wando East, LLC*, 405 S.C. 115, 121 n.4, 747 S.E.2d 461, 464 n.4 (2013); *see also, e.g., Morrow v. Fundamental Long-Term Care Holdings, LLC*, 412 S.C. 534, 540, 773 S.E.2d 144, 147 (2015) (appellate courts “evaluate the trial court’s order as what it is—not merely what it appears to be”). The Court must examine the Order’s operative effect.

Here, that effect is to supplement existing receivership appointments by authorizing the exercise of receivership powers in additional cases with no additional appointment order or fact finding, including in cases untethered to the one in which the receiver was appointed. As explained below, those provisions necessarily modify the scope of existing appointments and, alternatively, continue those appointments as the source of authority in additional cases. The Order therefore falls within subsection (4), regardless of the Order’s title.

II. The Order Modifies—and Alternatively Continues—Existing Receivership Appointments.

A. The Order Modifies Existing Appointments by Supplementing Their Authority and Extending Their Scope.

The Order disclaims any alteration of existing receivership authority. Its operative provisions say otherwise. Section I provides that an appointment order “shall remain the source of the Receiver’s authority, as supplemented by this Administrative Order.” Order § I. Sections II through V repeatedly describe the receiver’s authority in those terms. Sections II and III give that supplementation concrete effect: they authorize a receiver appointed in one action to exercise

receivership powers in additional asbestos actions and related proceedings for which he was not appointed without obtaining additional appointment orders.

For other pending asbestos actions, Section II of the Order requires the receiver to file the original appointment order, the Order, and a Notice of Authority. It then provides that “[n]o additional motion seeking appointment or authorization of the Receiver shall be required unless otherwise ordered by the presiding judge.” Upon filing those documents, the receiver “shall be specifically authorized” to exercise the authority granted by the original appointment order, as supplemented by the Order, in the identified asbestos action and “any related proceeding arising from or relating to that specific asbestos action.” *Id.* § II. That authority includes commencing, prosecuting, defending, or participating in insurance coverage litigation and other proceedings concerning assets potentially available to satisfy claims in the additional action. *Id.*

Section III of the Order establishes the same mechanism for newly filed asbestos actions in which receivership assets or the receiver’s duties or obligations may be affected. Upon filing the prescribed documents, the receiver becomes “specifically authorized” to act in the additional action and related proceedings “without the necessity of obtaining an additional appointment order.” *Id.* § III. The Notice of Authority form confirms the consequence: “No additional appointment order is required unless otherwise ordered by the Court.” *Id.* Ex. A. Section VI applies these provisions to pending and future prejudgment receiverships throughout the South Carolina asbestos docket, unless the Receivership Court provides otherwise. *Id.* § VI.

These provisions do more than prescribe procedures for exercising authority already conferred. They make the receiver’s filing of documents the event that confers authorization to exercise receivership powers in additional cases, without the need for a new appointment or a separate ruling. The Order supplies the authorization in advance.

That changes the scope of the original appointment. The Order repeatedly states that the receiver’s authority derives from the appointment order “as supplemented by this Administrative Order.” Order §§ I–V. It thus supplements authority, not merely filing procedures: upon filing the prescribed documents, the receiver becomes “specifically authorized” to act in additional cases without additional appointment orders or case-specific findings. *Id.* §§ II–III. If the original appointment already conferred that authority, these grants of authorization would add nothing. If they confer authority the receiver previously lacked, they necessarily modify the appointment.¹ The Order cannot give its authorization provisions substantive effect while disclaiming any change in authority. An appointment need not be replaced to be modified, and the Order’s introductory disclaimer cannot negate its operative provisions.

That distinction follows from the provisional, case-specific nature of a prejudgment receivership. The Supreme Court has long held that the “sole object” of a receivership is “to preserve the property, to answer the purposes of a decree, as between the parties to the suit[.]” *Clinkscates v. Pendleton Mfg. Co.*, 9 S.C. 318, 323 (1878). “A receiver is an indifferent person between the parties to a cause, appointed by the Court to receive and preserve the property in litigation *pendente lite*.” *Ex parte Williams*, 17 S.C. 396, 403 (1882). Receivership is thus “purely a provisional remedy.” *Vasiliades v. Vasiliades*, 231 S.C. 366, 376, 98 S.E.2d 810, 815 (1957). Without the Order, a receiver cannot act in cases other than those in which he was appointed. With it, the receiver can act in other cases by simply filing the Order. An order authorizing its use in

¹ The ordinary meanings reinforce that conclusion. “Modify” means to change or alter something. See Merriam-Webster, *Modify* (“to undergo change,” “to make minor changes in,” or “to make basic or fundamental changes in often to give a new orientation or to serve a new end”); *Jackson v. Sanford*, 398 S.C. 580, 587, 731 S.E.2d 722, 725–26 (2011) (rejecting a gubernatorial veto because it did not eliminate all funding for a particular item, but instead only changed the amount of funding available, rendering the veto “an improper modification of legislation”). “Supplement” means “something that completes or makes an addition” or “to add or serve as a supplement to” something. See Merriam-Webster, *Supplement*.

additional actions, and to pursue assets potentially responsive to claims other than those that justified the original appointment, does more than regulate its administration—it materially changes and expands the scope of the provisional relief.

The statutory framework reflects the same case-specific character. Sections 15-65-50 and 15-65-60 address a receiver appointed “before final judgment in the cause” and provide a bond mechanism tied to the judgment or decree in that cause. S.C. Code §§ 15-65-50, 15-65-60. Section 15-65-90 likewise makes the party procuring an improper receivership liable for damages and costs, again referring to “the cause.” *Id.* § 15-65-90. These provisions treat prejudgment receivership as relief ancillary to an identified action, not as a standing source of authority transferable to other actions by notice. The Order makes the original appointment, “as supplemented by this Administrative Order,” the basis for authority to act in additional cases without requiring an additional appointment order or case-specific findings supporting that authority.

The Supreme Court reinforced the limits of the prejudgment receivership in *Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 916 S.E.2d 320 (2025), *Tibbs v. 3M Co.*, Nos. 2024-001423 et al., ¶¶ A(1)–(3) (S.C. June 26, 2025) (“*Tibbs I*”), and, most recently, *Tibbs v. 3M Co.*, 448 S.C. 182, 933 S.E.2d 254 (2026) (“*Tibbs II*”). In *Welch*, the Court held that a prejudgment receiver could pursue insurance assets potentially responsive to the appointing plaintiff’s injuries but rejected authority extending to “every claim relating to [the receivership defendant’s] assets and business activities.” 445 S.C. at 666–67, 916 S.E.2d at 334. Indeed, the Court in *Welch* specifically vacated receivership appointment language extending the receivership to “any other assets which are related to, touch or are otherwise relevant to such insurance.” *Id.* at 667, 916 S.E.2d at 334–35.

The Supreme Court made that case-specific limitation even more explicit in *Tibbs I*. The Court directed that a receiver must be authorized “by an order filed in the specific case as to which the work is to take place,” and that he “is not to be authorized to conduct work as to a case in which no receiver appointment order has been filed.” *Tibbs I*, Order ¶ A(1). The order must rest on “findings of fact sufficient under *Welch*,” the receiver’s “scope of authority” must remain “limited as set forth in *Welch*,” and any departure from those limitations requires “specific findings of fact and conclusions of law” justifying it. *Id.* ¶¶ A(2)-(3).

Tibbs II reaffirmed the distinction between case-specific prejudgment authority and the broader authority a general receiver may possess after judgment:

A pre-judgment receiver differs from a post-judgment receiver in many ways. While the order appointing a general receiver after judgment may authorize the receiver to act on a corporation’s behalf in other matters and lawsuits in which he has not been appointed, ***a pre-judgment receiver is limited to conducting activities in and connected directly to the pending lawsuit.***

448 S.C. at 207–08, 933 S.E.2d at 267 (emphasis added). The Court likewise held that a prejudgment receiver may pursue only assets “responsive to” the “pending claims” of the plaintiffs who obtained the appointment and instructed that, “[i]n future cases, a pre-judgment receiver should not be authorized to take control of a company’s assets or otherwise act in lawsuits outside the case in which he is appointed.” *Id.* at 195, 208, 933 S.E.2d at 261, 267.

Whether the Order complies with these limitations is a merits question. For appealability, the point is narrower: the Order replaces case-specific appointments with advance authorization triggered by filing prescribed generic documents. That modifies the scope of existing appointments, not merely the procedures for administering them. Section 14-3-330(4) expressly permits immediate review of an interlocutory order “modifying” the appointment of a receiver.

B. Additionally, the Order Continues Existing Appointments as the Source of Authority in Additional Cases.

The Order also “continues” existing appointments within the meaning of Section 14-3-330(4).² Sections II and III carry the original appointment forward as the operative source of receivership authority in additional actions and related proceedings. The receiver does not obtain a new appointment. Instead, upon filing the prescribed documents, the receiver becomes “specifically authorized” to exercise the original appointment’s powers, “as supplemented by this Administrative Order,” in the additional case. Order §§ II–III. Thus, even if the Court concludes that this mechanism does not modify the appointment (it does), it continues that appointment as the basis for exercising powers in the additional cases—including future cases. That provides an alternative ground for immediate review under Section 14-3-330(4).

III. The Authorities Cited in the Dismissal Order Do Not Resolve the Statutory Grounds Presented Here.

The dismissal order cites *Hagood v. Sommerville* for the general rule that an order that does not end a case or prevent a final judgment ordinarily is not immediately appealable. 362 S.C. 191, 195, 607 S.E.2d 707, 709 (2005). But *Travelers* does not rely on the final-judgment rule for appellate jurisdiction. Section 14-3-330(4) expressly authorizes immediate review of specified interlocutory orders, including those modifying or continuing receivership appointments. *Hagood* does not resolve whether the Order falls within that express authorization.

The dismissal order also cites the Supreme Court’s March 27, 2024 order in *Childers*, which dismissed an appeal from an order denying a motion to dissolve a receivership. This appeal

² “Continue” means “to maintain without interruption a condition, course, or action.” Merriam-Webster, *Continue*; see also *Townsend v. Singleton*, 257 S.C. 1, 10, 183 S.E.2d 893, 897 (1971) (“After such termination [of a lease], one continuing to occupy the premises, absent a new agreement, express or implied, comes squarely within the definition of a tenant at will.”).

is different. It challenges an affirmative grant of additional authority: the Order expressly supplements existing appointment orders, authorizing prejudgment receivers appointed in one case to exercise powers in additional cases without case-specific appointment orders.

The distinction is substantive. Denying a request to dissolve a receivership leaves the existing appointment in place; the Order expands a receivership to additional cases. The earlier dismissal in *Childers* therefore does not resolve the modification question presented here. Nor does it address the alternative argument that the Order continues existing appointments as the source of authority in additional cases, rather than merely leaving an appointment undisturbed in the case in which it was entered.

Neither cited disposition resolves whether these affirmative grants of authority bring the Order within subsection (4). Neither addresses Section V's restraint on proceedings against receivers, which supplies an independent ground for review.

IV. Section V of the Order Provides an Additional Independent Ground for Immediate Review as Injunctive Relief.

Section 14-3-330(4) also authorizes immediate review of an interlocutory order “granting, continuing, modifying, or refusing an injunction.” Travelers’ notice of appeal invoked that ground, which provides an independent basis for review in this consolidated appeal.

Section V of the Order provides:

Except as otherwise expressly authorized by this Court or required by applicable law, no person or entity shall commence or maintain any action or proceeding against the Receiver, in the Receiver’s official capacity or arising from acts or omissions undertaken pursuant to the Appointment Order or this Administrative Order, without first obtaining leave of the Receivership Court.

Order § V. It further provides that the Receivership Court “shall determine whether such an action may proceed and, if so, the appropriate forum.” *Id.*

That provision restrains conduct. Subject to its stated exceptions, it prohibits persons and entities from commencing or maintaining proceedings within its scope unless they first obtain leave of the Receivership Court. Its command reaches both new and existing proceedings. It is not merely an instruction governing the receiver's filings or administration of the estate. It imposes a judicial restraint on others seeking to assert claims against the receiver and makes further judicial permission a condition of commencing or maintaining those proceedings.

The Order's "administrative" label does not change that effect. Nor does Section V's reliance on the *Barton* doctrine resolve the appealability question. The *Barton* doctrine goes to the lawfulness of a restraint, which is a merits question. But appealability rests on the indisputable fact that the Order *imposes* a restraint. Section V's express prohibition on commencing or maintaining proceedings operates as an injunction, whatever its asserted justification, and regardless of whether the restraint is ultimately held lawful.

The dismissal order does not address this alternative ground under Section 14-3-330(4). Rehearing is warranted on that basis as well.

V. The Appellate Statute's History Confirms the Order Is Subject to Immediate Review.

Section 14-3-330(4)'s treatment of injunctions and receiverships reflects a deliberate legislative choice. The provision was enacted to allow immediate review of specified interlocutory orders. When the General Assembly reconstituted the Supreme Court following adoption of the 1895 Constitution, it specified three categories of appealable decisions but did not include the interlocutory injunction and receivership orders now covered by subsection (4). *See* 1896 S.C. Acts No. 3, § 16. Consequently, the Court dismissed appeals from certain interlocutory injunctions. *See, e.g., S.C. & Ga. R.R. Co. v. E. Shore Terminal Co.*, 48 S.C. 315, 316, 26 S.E. 613, 613 (1897);

Alston v. Limehouse, 60 S.C. 559, 569, 39 S.E. 188, 191 (1901). The Court had reached the same result under the predecessor statute. *See Garlington v. Copeland*, 25 S.C. 41, 43–44 (1886).

In 1901, the General Assembly expressly expanded appellate jurisdiction to include:

An interlocutory order or decree in the Court of Common Pleas, granting or continuing or modifying or refusing an injunction, or else granting or continuing or modifying or refusing the appointment of a Receiver hereafter granted in any action.

1901 S.C. Acts No. 358.

The Supreme Court thereafter exercised that jurisdiction to review both injunction and receivership orders. *See Williams v. Jones*, 62 S.C. 472, 481, 40 S.E. 881, 884 (1902) (recognizing appealability under “the act of 1901”); *Holladay v. Hodge*, 84 S.C. 109, 111, 65 S.E. 1019, 1020 (1909) (reviewing an order appointing a receiver). In *Lyles v. Williams*, the Court declined to dismiss an appeal from an interlocutory order refusing a receivership and recognized its “clear[] ... duty ... to pass upon the questions raised.” 96 S.C. 290, 293, 80 S.E. 470, 471 (1913). When it amended subsection (4) in 1991, the General Assembly eliminated special appellate procedures but retained review of interlocutory orders “granting, continuing, modifying, or refusing” injunctions and receivership appointments. *See* 1991 S.C. Acts No. 115, § 2. The present statute thus preserves the exception the General Assembly enacted more than a century ago.

That history accords with the nature of the remedies. A receivership “is a drastic remedy, and should be granted only with reluctance and caution.” *Richland County v. S.C. DOR*, 422 S.C. 292, 313, 811 S.E.2d 758, 769 (2018); *accord Midlands Utility, Inc. v. S.C. DHEC*, 301 S.C. 224, 228, 391 S.E.2d 535, 538 (1989). Even before enactment of subsection (4), the Court recognized that the injury caused by a wrongful receivership could exceed the injury the appointment sought to prevent. *See Miller v. S. Land & Lumber Co.*, 53 S.C. 364, 367, 31 S.E. 281, 282 (1898).

The statutory history does not make every order concerning a receivership immediately appealable. It confirms, however, that the enumerated categories in Section 14-3-330 are deliberate exceptions to the final-judgment rule. An order falling within those categories is immediately appealable notwithstanding its interlocutory character. As explained above, the Order modifies existing appointments, continues them as the source of authority in additional cases, and restrains proceedings against receivers. Its administrative label does not remove the Order from subsection (4)'s scope.

VI. The Supreme Court's Limitations on Prejudgment Receivership Authority Underscore the Significance of the Authority Granted Here.

The Order concerns limitations the Supreme Court has repeatedly addressed: the connection between a prejudgment receiver's authority and the claims, assets, and action that justified the appointment. As discussed above, *Welch* confined the receiver's authority to assets potentially responsive to the appointing plaintiff's claims; *Tibbs I* required case-specific orders and findings; *Tibbs II* reaffirmed the distinction between provisional, prejudgment authority and the broader authority a general receiver may possess after judgment, emphasizing that "a prejudgment receiver is limited to conducting activities in and connected directly to the pending lawsuit" and to assets "responsive to" the appointing plaintiff's "pending claims." 448 S.C. at 207–08, 933 S.E.2d at 267. Moreover, in denying a motion to recall the remittitur following *Tibbs II*, the Court again emphasized that the receiver's authority concerned "assets responsive to the Tibbs' pending claims" and rejected assertions of "unlimited authority" as a "patently false narrative" and a "reckless distortion of a court decision." *Tibbs v. 3M Co.*, Appellate Case No. 2025-002104, at 5-8 (Aug. 25, 2026) ("*Tibbs III*").

These limitations accord with the longstanding requirement that receivership authority rest on a proper appointment. *See White v. Britton*, 72 S.C. 175, 179, 51 S.E. 547, 548 (1905) (vacating

an appointment entered on the circuit judge's own motion without an application by either party). The circuit court entered the Order on September 11, 2026, without a hearing or a motion seeking the statewide relief the Order grants. Since entry of the Order, the Receiver has invoked it to assert authority in particular proceedings and to resist objections that no case-specific appointment order or findings authorize the challenged conduct. *See, e.g., Green v. 3M Co., et al.*, C/A No. 2022-CP-40-06035, Order Denying Republic's Mot. to Dismiss and Denying Republic's Supp. Mot. to Dismiss (Sep. 28, 2026, Ct. Common Pleas, Richland Cnty.); *Kelly v. 3M Co., et al.*, C/A No. 2022-CP-40-06627, Order Denying Republic's Mot. to Dismiss and Denying Republic's Supp. Mot. to Dismiss (Sep. 28, 2026, Ct. Common Pleas, Richland Cnty.). The Order thus is not an abstract administrative directive. It is an operative statewide decree upon which the Receiver has already relied in litigation involving Travelers and others. By its terms, the Order applies to all pending and future prejudgment receiverships throughout the South Carolina asbestos docket. Order § VI. Its grants of authority therefore are not limited to administration of the receivership in this case.

Sections II and III of the Order authorize receivers appointed in one action to act in additional actions and related proceedings. Whether that mechanism satisfies Supreme Court precedents is a merits question. But the change is clear: the Order replaces case-specific judicial consideration of expanded authority with a standing authorization applicable throughout the statewide asbestos docket. That is a change in receivership authority, not merely docket administration.

The Supreme Court's decisions underscore why this expansion is substantive. The connection between the receiver's authority and the claims that justified the appointment defines

the scope of the provisional remedy. An order extending that authority to other cases modifies—and alternatively continues—the appointment within the meaning of Section 14-3-330(4).

CONCLUSION

The Order expressly supplements existing receivership appointments and purports to authorize receivers appointed before judgment in one case to act in additional cases without additional appointment orders or case-specific findings of fact and conclusions of law justifying that expansion of authority. It therefore modifies those appointments and, alternatively, continues them as the source of authority in additional cases. Section V of the Order also restrains proceedings against receivers, providing an independent ground for review as injunctive relief. Each ground falls within Section 14-3-330(4)'s express exceptions to the final-judgment rule. The Order's administrative label does not place those operative provisions outside the statute.

Travelers respectfully requests that the Court grant rehearing, vacate its October 14, 2026 dismissal order, and reinstate the appeal.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, the undersigned Attorney of the law offices of Womble Bond Dickinson (US) LLP, Attorneys for Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company, do hereby certify that I have served the below parties in this action with a copy of the pleading(s) specified below by emailing a copy of the same to the following address(es):

Pleading: Petition for Rehearing

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October 29, 2026